

ACCEPTED
Legal 3/2/01 ASD

POSTED
DW3501

STATE OF SOUTH CAROLINA

Before the

SOUTH CAROLINA PUBLIC SERVICE COMMISSION

APPLICATION OF METROPOLITAN)
TELECOMMUNICATIONS OF SOUTH CAROLINA,)
INC. D.B.A. METTEL FOR A CERTIFICATE OF)
PUBLIC CONVENIENCE AND NECESSITY TO)
PROVIDE BOTH LOCAL EXCHANGE AND LONG)
DISTANCE TELECOMMUNICATIONS SERVICES)

NO. 2001-84-C

APPLICATION OF METROPOLITAN TELECOMMUNICATIONS OF
SOUTH CAROLINA, INC. D.B.A. METTEL
FOR AUTHORITY TO PROVIDE BOTH LOCAL EXCHANGE
AND LONG DISTANCE SERVICES

RECEIVED
MAR 22 2001
UTILITIES DEPARTMENT

Metropolitan Telecommunications of South Carolina, Inc. d.b.a. MetTel herein referred to as "Applicant," pursuant to S.C. Code Ann. § 56-9-280(B)¹ and Section 253 of the Telecommunications Act of 1996², respectfully submits this application for Authority to Provide both Local Exchange and Long Distance Services ("Application") in the State of South Carolina.

Applicant intends to offer service to customers throughout the state. However, the applicant stipulates that it will only seek authority in non-rural local exchange ("LEC") service areas of South Carolina and that it will not provide any local service to any customer located in a rural incumbent's service area, unless and until Applicant provides written notice of its intent prior to the date of the intended service. Applicant also stipulates that it is not asking the Commission to make a finding at this time regarding whether competition is in the public interest for rural areas. Applicant agrees to abide all State and Federal laws and to participate to the extent that it may be required to do so by the Commission in support of universally available telephone service at affordable rates.

¹ As amended by Act No. 354, signed by the Governor on June 6, 1996.
² Telecommunications Act of 1996, 47 U.S.C. § 253 (1996)

RECEIVED
MAR 01 2001
S.C. PUBLIC SERVICE COMMISSION

ACCEPTED FOR PROCESSING - 2019 November 13 3:36 PM - SCPSC - 2001-84-C - Page 1 of 104

Should its Application be granted, Applicant plans to commence offering service immediately upon the execution of the appropriate and necessary resale and interconnection agreements with the Incumbent Local Exchange Carriers ("ILECs") and the Interexchange Carriers ("IXCs"). Approval of this Application will be beneficial to the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all telecommunications service providers (local and long distance) to operate more efficiently and pass on the resultant cost savings to consumers. In addition, as a result of competition, the overall quality of local exchange and long distance service will improve.

In support of its Application, Applicant states as follows:

I. Introduction

1. The name and address of the Applicant are:

Metropolitan Telecommunications of South Carolina, Inc. d.b.a. MetTel
44 Wall Street, 14th Floor
New York, NY 10005
Voice: (212) 607-2000
Fax: (212) 635-5074

2. All correspondence, notices, inquiries, and other communications regarding this Application should be directed to:

Terri K. Firestein, Consultant
CCG Consulting, Inc.
10806 Garrison Hollow Road
Clear Spring, MD 21722
Phone: (301) 842-1437
Fax: (301) 842-1439

3. In support of this Application, the following exhibits are attached hereto:

- a. **Exhibit A Corporate Officers and Major Shareholders**
- b. **Exhibit B Articles of Incorporation and Certificate of Authorization To Do Business in the State of South Carolina**
- c. **Exhibit C Financial Information**
- d. **Exhibit D Technical Capabilities**
- e. **Exhibit E Sample Customer Bill**
- f. **Exhibit F Authorized Utility Representative Information**
- g. **Exhibit G Proposed Tariff**

II. Description of the Applicant

1. General Information

- a. Applicant is a Delaware corporation formed on January 18, 2000 and is a wholly owned subsidiary of Manhattan Telecommunications Corporation d.b.a. Metropolitan Telecommunications.
- b. Applicant intends to provide both resale and facilities-based local exchange and resale interexchange (intraLATA and interLATA) communications services throughout the BellSouth region and has commenced filing applications and negotiating resale and interconnection agreements with various ILECs throughout the southeastern United States.
- c. Applicant is a Delaware corporation and is in good standing with the South Carolina Secretary of State.

2. Customer Service

- a. Applicant customer service representatives will be available to assist customers twenty-four (24) hours a day, seven (7) days a week. Customers can reach the Applicant's customer service by calling (877) 638-8351 and this toll free phone number is printed on customers' monthly billing statements. Customers wishing to communicate with the Applicant's customer service representative in writing may send written correspondence to:

Metropolitan Telecommunications of South Carolina, Inc. d.b.a. MetTel
 44 Wall Street, 14th Floor
 New York, NY 10005

- b. Applicant's customer service representatives are prepared to respond to a broad range of service matters, including: (1) types of services offered by the Applicant; (2) rates associated with services offered by the Applicant; (3) monthly billing statements; (4) problems or concerns pertaining to a customer's current service; and (5) general telecommunications matters.

III. Applicant Possesses the Financial, Managerial, and Technical Expertise Necessary to Provide Local Exchange Service

The management of the Applicant has been in the local exchange service industry through its involvement in various operating capacities. The Applicant will demonstrate that it possesses the requisite financial, managerial, and technical capabilities to operate as a competitive local and long distance telecommunications service provider. These capabilities are explained in detail as follows:

1. Financial Qualifications

- a. The Applicant is financially qualified to render its proposed telecommunications services in South Carolina. In particular, Applicant has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. The Applicant will rely on its parent corporation as a third party to support its financial ability to provide the services covered in this Application. Financial information is filed as **Exhibit C**.
- b. Since the Applicant intends to initially operate as a reseller of local service and a purchaser of Unbundled Network Elements (UNEs), the amount of immediate capital expenditures necessary to operate as a local provider will be minimized. Applicants transition to a company owned facilities-based provider will necessitate an increase in capital expenditures, all of which the Applicant can assume responsibility for. The pro-forma financial statements are detailed enough to demonstrate the availability of capital money for capital expenditures and other related expenses for the provision of a facilities-based operation.
- c. The Applicant will strictly monitor its expenses; institute effective cost controls; and keep its selling, general, and administrative ("SG&A") expenses as a percent of gross revenues equal to if not better than the industry average.

- d. As a result of the foregoing, as well as effective capital management measures the Applicant intends to implement, the Applicant expects to develop and maintain profitable growth. Thus, the Applicant asserts that it has the financial resources necessary to operate as a competitive local service provider in South Carolina. This assertion applies to both the resale and facilities-based options.

2. Managerial Qualifications

Applicant's senior management team is highly skilled, having acquired considerable experience in the telecommunications industry.³ In conjunction with effective financial and operational measures, the marketing strategies developed in successful past ventures have resulted in substantial revenue growth and financial performance. The success of the past ventures that management has been involved with is clear evidence that the Applicant possesses the managerial qualifications required to provide local and long distance service in South Carolina.

3. Technical Qualifications

The Applicant possesses the necessary qualifications to meet or exceed all technical specifications of providing local service. The Applicant is aware of the industry standards for quality of service, billing practices, and customer care. The Applicant does not anticipate any problems and is fully committed to meeting or exceeding all quality of standards and billing practices. The Applicant does not currently own and will not initially own its own equipment or facilities. The Applicant intends to launch service by reselling the services of and purchasing UNEs from the ILECs. These UNEs will include switching and transport facilities, as well as loop and sub-loop components. Applicant possesses the necessary qualifications to meet or exceed all technical specifications of providing local telecommunications services.

³ Profiles for key management personnel are contained in **Exhibit D**, attached hereto.

IV. Approval of State's Application is in the Public Interest

1. The introduction of competition into an industry previously monopolized results in a reduction of the prices consumers pay for goods and services. When competition is introduced into markets that are served by a single provider, the consumer benefits by way of efficient pricing, improved service quality, and expanded product and service capabilities.
2. The objective of the Federal Telecommunications Act of 1996 is to foster the development of competition in the local market so that consumers will be afforded the foregoing benefits. Pursuant to the Act, barriers to local service entry are prohibited and parameters for competition in local exchange markets were established. Because the Applicant will be able to offer a broad range of services to customers wherever the ILECs offer appropriate wholesale tariffs, Applicant entry into the local service market will serve to foster competition.
3. Granting this Application is consistent with S.C. Code Ann. § 58-9-280(B), as amended by 1996 Act No. 354, and, in this regard Applicant makes the following representations to the Commission:
 - a. Applicant possesses the financial, managerial, and technical resources sufficient to provide the services requested;
 - b. Applicant's local and long distance services will meet the service standards required by the Commission;
 - c. The provision of local and long distance services by Applicant will not adversely impact the availability of affordable local exchange service;
 - d. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,

- e. The provision of local and long distance services by Applicant will not adversely impact the public interest.
- 4. The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation, and customer service. Those local providers that offer consumers the most cost effective products will gain market share. In contrast, local exchange providers whose products do not meet the needs of consumers will lose market share and ultimately, be eliminated from the industry.
 - 5. Further, granting Applicant's Application will be beneficial to classes of customers. Applicant's intent is to offer both competitive local exchange and long distance telecommunication services throughout the State of South Carolina, rather than providing service to densely populated areas where the cost to provide service is minimal.
 - 6. Applicant's entry into the local exchange market will not unreasonably prejudice or disadvantage any telephone service providers. ILECs presently serve approximately 100% of the local exchange customers in South Carolina. Moreover, exchange services competition will stimulate the demand for the services supplied by all local service carriers, including those of the ILECs. Thus, in a competitive market, there will be increased potential for such ILECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately their profit margins. Finally, it is important to recognize that in a competitive market, ILECs will derive revenues from both resellers of their local exchange services, resellers of long distance service, as well as facilities-based competitive local service providers.

7. Currently, South Carolina consumers do not have a choice with regard to the provision of local exchange telecommunications service. A competitive local service market comprised of incumbent and competitive providers such as the Applicant will offer consumers a competitive option and better satisfy the needs of various market segments. In this regard, approval of this Application is clearly in the public interest.

V. Description of Services Offered and Service Territory

Primarily, the Applicant intends to offer consumers in the State of South Carolina value-added options by not only being in a position to specify telecommunications enhancements, which embrace emerging technologies, but to actively implement them for consumers. Applicant anticipates the scope of services will include, but will not be limited to:

1. Enhanced Network Services: Digital data network services provided in Applicant network platform, which currently utilizes frame relay technology, including flexible bandwidth connectivity and multi-protocol support.
2. Internet Services: Access to the Internet and hosted applications including a web site on the World Wide Web, e-mail, and File Transfer Protocol (FTP) support.
3. Local Exchange Services: Switched services providing local telephone service, including local dial tone service, to business and government customers or to carriers and other value-added resellers.
4. Long Distance Services: Switching and transport, billed on a minutes-of-use basis, of interexchange traffic, including voice and data.
5. Switched Access Services: Switched services, offered to Interexchange Carriers (IXCs), billed on a minutes-of-use basis.

6. Special Access and Private Line Service: Non-switched dedicated connections, including high capacity interconnections between (a) the Points of Presence (POPs) of an IXC, (b) the POPs of different IXCs, (c) the POPs of an IXC's and Local Exchange Carrier's (LEC's) end offices, (d) large customers and their selected IXC POPs, and (e) different locations of particular customers. These services are billed at flat, non-usage sensitive monthly rates.
7. Integration Services: Provision and customized configuration of Customer Premise Equipment (CPE), provision of network equipment and related support, application design support, and other consulting services.

In addition to these services, Applicant, through its interconnection arrangements with other carriers, will offer 911 Emergency Services, operator services, white page directory services, directory assistance and operator-assisted calling, toll-free calling, access to toll blocking, and access to telephone relay services.

The Applicant intends to launch service by reselling the services of and purchasing UNEs from the ILECs in South Carolina. The UNEs the Applicant proposes to purchase include Dark Fiber, High-Capacity Loops, Asymmetrical Digital Subscriber Line (ADSL), Generic Digital Subscriber Line (xDSL), Loops and Sub-Loop Components, and UNE Combinations.

Submitted with this Application as **Exhibit G** is a tariff, which includes the long distance rates that the Applicant proposes to sell in South Carolina and estimates of the local exchange rates. Prior to providing local exchange services in South Carolina, the Applicant will make those changes to its tariff that are necessary to appropriately reflect the rates at which the Applicant will be selling.

VI. Waivers and Regulatory Compliance

The Applicant respectfully requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service resellers such as the Applicant. Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

1. Financial Record-Keeping System

- a. The Applicant requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts (“USOA”). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulations.
- b. The Applicant currently maintains its accounts in accordance with Generally Accepted Accounting Principals (“GAAP”). Applicant’s billing system will be capable of identifying and billing intrastate versus interstate traffic, in accordance with Multiple Exchange Carrier Access Billing (“MECAB”) Guidelines as developed by the billing committee of the Ordering and Billing Forum (“OBF”). Bill fulfillment activities will take place in Applicant's New York, New York corporate headquarters. The customer bill cycle will be dependent upon the account set up date and will occur monthly thereafter. Customer service representatives located at the Applicant's New York, New York facility will handle billing inquiries.

- c. Moreover, MetTel asserts that, because it utilizes a mainframe computer and Portal billing software, the Commission will have a reliable means by which to evaluate Applicant operations. Therefore, the Applicant hereby requests to be exempt from the USOA requirements of the Commission as well as Rule 58-9-380 requiring Applicant maintain an in-state office location.

2. Local Exchange Directories

The Applicant requests that it not be required to publish local exchange directories. Applicant will make arrangements with the ILECs whereby the names, addresses, and phone numbers of Applicant's customers will be included in the directories published by the ILECs. The ILECs' directories will also be modified to include Applicant's customer service number. These directories will be distributed to Applicant's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both the Applicant and the ILEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on the Applicant to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the ILECs. It is more efficient for the Applicant to include its limited customer list in the existing directories of the ILECs.

3. Reporting Requirements

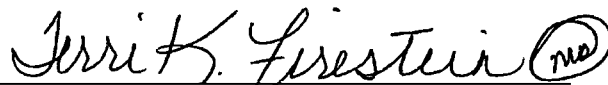
The Applicant further requests waivers of any reporting requirements which, although applicable to ILECs, are not applicable to competitive providers such as the Applicant because such requirements: (1) are not consistent with the demands of the competitive market; or (2) constitute an undue burden on a competitive provider, thereby requiring an inefficient allocation of its limited resources. In addition, the Applicant reserves the right to seek any regulatory waivers which may be required for them to compete effectively in South Carolina local exchange and toll services markets.

VII. Conclusion

This Application demonstrates that the Applicant possesses the financial, managerial, and technical resources to provide local exchange and long distance services, on a resale and facilities-based local and resale long distance basis, in the State of South Carolina. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all exchanges' telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange and long distance services will improve.

Therefore, Metropolitan Telecommunications of South Carolina, Inc. d.b.a. MetTel respectfully petitions this Commission for authority to operate as a reseller of local exchange and long distance telecommunications services in the State of South Carolina in accordance with this Application and for such other relief as its deems necessary and appropriate.

Respectfully submitted,
Metropolitan Telecommunications of South Carolina, Inc.
d.b.a. MetTel



Terri K. Firestein
CCG Consulting, Inc.
Consultant for Metropolitan Telecommunications of South
Carolina, Inc. d.b.a. MetTel

EXHIBIT INDEX

Exhibit A	Corporate Officers and Major Shareholders
Exhibit B	Articles of Incorporation and Certificate of Authorization To Do Business in the State of South Carolina
Exhibit C	Financial Information
Exhibit D	Technical Capabilities
Exhibit E	Sample Customer Bill
Exhibit F	Authorized Utility Representative Information
Exhibit G	Proposed Tariff

EXHIBIT A**Corporate Officers and Major Shareholders****Corporate Officers:**

Marshall Aronow
Co-President
44 Wall Street, 14th Floor
New York, NY 10005
Voice: (212) 607-2000
Fax: (212) 635-5074

Andoni Economou
Executive Vice President
44 Wall Street, 14th Floor
New York, NY 10005
Voice: (212) 607-2000
Fax: (212) 635-5074

Frank Lazzara, C.P.A.
Chief Financial Officer
44 Wall Street, 14th Floor
New York, NY 10005
Voice: (212) 607-2000
Fax: (212) 635-5074

David Aronow
Co-President
44 Wall Street, 14th Floor
New York, NY 10005
Voice: (212) 607-2000
Fax: (212) 635-5074

Aizik Leibovitch
Chief Information Technology Officer
44 Wall Street, 14th Floor
New York, NY 10005
Voice: (212) 607-2000
Fax: (212) 635-5074

Oleksandr Citkin
Chief Information Officer
44 Wall Street, 14th Floor
New York, NY 10005
Voice: (212) 607-2000
Fax: (212) 635-5074

EXHIBIT A (cont'd)**Corporate Officers and Major Shareholders****Major Shareholders:**

MetTel is a wholly owned subsidiary of Manhattan Telecommunications Corporation, its parent company. There are 2,500 common shares at no par value.

<u>Name</u>	<u>Shares of Common Stock Owned</u>
Joseph Aronow Trust U/A 44 Wall Street, 14 th Floor New York, New York 10005	13.59%
Deborah Aronow Trust U/A 44 Wall Street, 14 th Floor New York, New York 10005	13.59%
Marshall Aronow 44 Wall Street, 14 th Floor New York, New York 10005	28.07%
David Aronow 44 Wall Street, 14 th Floor New York, New York 10005	27.19%
Anna Aronow 44 Wall Street, 14 th Floor New York, New York 10005	5.26%
Andoni Economou 44 Wall Street, 14 th Floor New York, New York 10005	9.22%
Samuel Vogel c/o MetTel 44 Wall Street, 14 th Floor New York, New York 10005	0.77%
Ted Salame 44 Wall Street, 14 th Floor New York, New York 10005	1.84%
Frank Lazzara 44 Wall Street, 14 th Floor New York, New York 10005	0.46%

EXHIBIT B

Articles of Incorporation

and

Certificate of Authorization To Do Business in the State of South Carolina

AUG-08-00 TUE 04:45 PM GERALD WEINBERG P.C.

FAX NO. 5184630079

P. 02/02

CERTIFICATE OF INCORPORATION

METROPOLITAN TELECOMMUNICATIONS OF SOUTH
CAROLINA, INC.

FIRST: The name of the corporation is METROPOLITAN
TELECOMMUNICATIONS OF SOUTH CAROLINA, INC.

SECOND: Its Registered Office is to be located at 15 East North
Street, Dover, Delaware 19901 in the county of Kent. The Registered
Agent in charge thereof is W/K Incorporating Services, Inc.

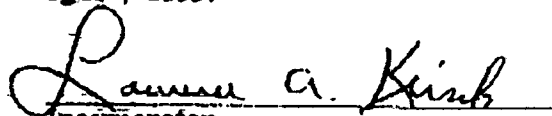
THIRD: The purpose of the corporation is to engage in any lawful
act or activity for which corporations may be organized under the General
Corporation Law of Delaware.

FOURTH: The amount of the total authorized capital stock of this
corporation is Two Thousand, Five Hundred (2,500), common shares all of
which shall be without par value.

FIFTH: The name and mailing address of the incorporator is as
follows:

Lawrence A. Kirsch
90 State Street
Albany, New York 12207

I, THE UNDERSIGNED, for the purpose of forming a corporation under the
laws of the State of Delaware, do make, file and record this Certificate,
and do certify that the facts herein are true, and I have accordingly
hereunto set my hand this 8th day of August, 2000.


Incorporator
LAWRENCE A. KIRSCH
90 State Street
Albany, New York

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/08/2000
001403880 - 3271766

State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF OCTOBER, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC." WAS INCORPORATED ON THE EIGHTH DAY OF AUGUST, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.




Edward J. Freel, Secretary of State

3271766 8300

AUTHENTICATION: 0738150

001522210

DATE: 10-17-00

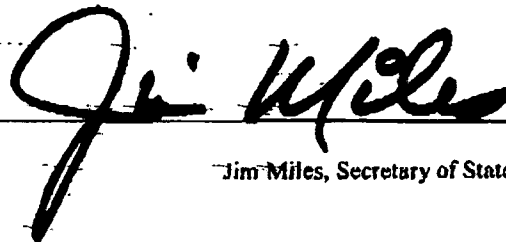
The State of South Carolina

Office of Secretary of State Jim Miles **Certificate of Authorization**

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA INC.,
a corporation duly organized under the laws of the state of **DELAWARE**
and issued a certificate of authority to transact business in South Carolina on
October 27th, 2000, has on the date hereof filed all reports due this office, paid all
fees, taxes and penalties owed to the Secretary of State, that the Secretary of State
has not mailed notice to the Corporation that its authority to transact business in
South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976
South Carolina Code, and no application for surrender of authority to do business in
South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of
the State of South Carolina this 27th day of
October, 2000.



Jim Miles, Secretary of State

EXHIBIT C

Financial Information

Manhattan Telecommunications Corporation and Subsidiaries

**Consolidated Financial Statements
As of December 31, 1999 and 1998 and for the
years ended December 31, 1999, 1998 and 1997**

Report of Independent Accountants

To the Board of Directors and Stockholders of
Manhattan Telecommunications Corporation and Subsidiaries:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, stockholders' equity and cash flows present fairly, in all material respects, the financial position of Manhattan Telecommunications Corporation and its subsidiaries at December 31, 1999 and 1998, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 1999 in conformity with accounting principles generally accepted in the United States. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States, which require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above.

June 9, 2000, except as to the second sentence of paragraph 6
of Note 4, for which the date is June 26, 2000

Manhattan Telecommunications Corporation and Subsidiaries
Consolidated Balance Sheets
as of December 31,

3

	<u>1999</u>	<u>1998</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 2,387,223	\$ 160,347
Accounts receivable, less allowance of \$1,974,179 and 202,862, respectively	4,954,213	1,692,223
Prepaid and other current assets	<u>65,127</u>	<u>52</u>
Total current assets	7,406,563	1,852,622
Fixed assets, net	1,563,909	540,117
Deferred debt issuance costs, net	9,185,535	-
Other assets	<u>350,034</u>	<u>111,834</u>
Total assets	<u>\$ 18,506,041</u>	<u>\$ 2,504,573</u>
Liabilities and Stockholders' (deficit) equity		
Current liabilities		
Accounts payable and accrued expenses	\$ 4,711,463	\$ 2,601,053
Capital lease obligations, current portion	231,051	35,040
Operating taxes payable	2,547,874	347,260
Debt financing fees payable, current portion	197,500	-
Deferred rent payable, current portion	<u>30,229</u>	<u>-</u>
Total current liabilities	<u>7,718,117</u>	<u>2,983,353</u>
Capital lease obligations, net of current portion	110,077	41,134
Debt financing fees payable, net of current portion	197,500	-
Deferred rent payable, net of current portion	79,392	-
Notes payable	<u>6,000,000</u>	<u>646,970</u>
Total liabilities	<u>14,105,086</u>	<u>3,671,457</u>
Redeemable warrant	151,193	-
Commitments and contingencies		
Stockholders' equity (deficit)		
Common stock - no par value, 2,500 shares authorized, issued and outstanding	-	-
Additional paid-in capital	10,392,495	1,253,619
Accumulated deficit	<u>(6,142,733)</u>	<u>(2,420,503)</u>
	<u>4,249,762</u>	<u>(1,166,884)</u>
Total liabilities and stockholders' equity	<u>\$ 18,506,041</u>	<u>\$ 2,504,573</u>

The accompanying notes are an integral part of these financial statements

Manhattan Telecommunications Corporation and Subsidiaries

Consolidated Statements of Operations

For the years ended December 31,

4

	<u>1999</u>	<u>1998</u>	<u>1997</u>
Revenues	<u>\$ 24,478,133</u>	<u>\$ 5,414,276</u>	<u>\$ 45,341</u>
Operating costs and expenses			
Cost of revenues	15,075,014	3,806,560	66,704
Selling, general and administrative	11,486,197	2,968,093	821,627
Depreciation and amortization	<u>360,604</u>	<u>32,333</u>	<u>10,608</u>
Total operating cost and expenses	<u>26,921,815</u>	<u>6,806,986</u>	<u>898,939</u>
Loss from operations	(2,443,682)	(1,392,710)	(853,598)
Other expense			
Interest expenses	1,243,288	71,618	-
Other	<u>35,260</u>		
Net loss	<u>\$ (3,722,230)</u>	<u>\$ (1,464,328)</u>	<u>\$ (853,598)</u>

The accompanying notes are an integral part of these financial statements

Manhattan Telecommunications Corporation and Subsidiaries

Consolidated Statements of Stockholders' Equity (Deficit)

5

	<u>Common Stock</u>		<u>Additional</u>	<u>Accumulated</u>	
	<u>Shares</u>	<u>Amount</u>	<u>Paid-in Capital</u>	<u>Deficit</u>	<u>Total</u>
Balance at January 1, 1997	2,500	-	\$ 50,000	\$ (102,577)	\$ (52,577)
Contribution by stockholders	-	-	760,664	-	760,664
Redistribution of common stock, net	-	-	6,636	-	6,636
Net loss	-	-	-	(853,598)	(853,598)
Balance at December 31, 1997	2,500	-	817,300	(956,175)	(138,875)
Contribution by stockholders	-	-	394,291	-	394,291
Redistribution of common stock, net	-	-	42,028	-	42,028
Net loss	-	-	-	(1,464,328)	(1,464,328)
Balance at December 31, 1998	2,500	-	1,253,619	(2,420,503)	(1,166,884)
Redistribution of common stock, net	-	-	(740)	-	(740)
Issuance of warrants in connection with debt issuance	-	-	9,290,809	-	9,290,809
Accretion of redeemable warrants	-	-	(151,193)	-	(151,193)
Net loss	-	-	-	(3,722,230)	(3,722,230)
Balance at December 31, 1999	2,500	-	\$ 10,392,495	\$ (6,142,733)	\$ 4,249,762

The accompanying notes are an integral part of these financial statements

Manhattan Telecommunications Corporation and Subsidiaries
Consolidated Statements of Cash Flows
For the years ended December 31,

6

	<u>1999</u>	<u>1998</u>	<u>1997</u>
Cash flows from operating activities			
Net loss	\$ (3,722,230)	\$ (1,464,328)	\$ (853,598)
Adjustments to reconcile net income to net cash used in operating activities			
Bad debt expense	2,605,000	750,000	-
Depreciation and amortization	372,598	32,333	12,141
Amortization of debt issuance costs	682,006	-	-
Noncash compensation	(740)	42,028	6,636
Loss on disposal of fixed assets	35,260	-	-
Changes in assets and liabilities affecting operating cash flows			
Accounts receivable	(5,866,989)	(2,396,515)	(45,709)
Prepaid expenses and other current assets	(65,075)	228	(280)
Other assets	(238,201)	(31,544)	(80,288)
Accounts payable and accrued expenses	2,110,410	2,273,858	281,319
Operating taxes payable	2,200,614	337,090	10,170
Deferred rent payable	109,621	-	-
Other liabilities	-	-	(24,000)
Net cash used in operating activities	<u>(1,777,726)</u>	<u>(456,850)</u>	<u>(693,609)</u>
Cash flows used in investing activity			
Purchases of fixed assets	(1,431,650)	(494,174)	(78,119)
Net cash used in investing activity	<u>(1,431,650)</u>	<u>(494,174)</u>	<u>(78,119)</u>
Cash flows from financing activities			
Proceeds from notes payable	8,740,000	2,550,000	-
Repayment of notes payable	(3,386,970)	(1,903,030)	-
Deferred debt issuance costs	(181,732)	-	-
Repayment of capital lease obligation	264,954	76,174	-
Proceeds from capital contributions	-	394,291	760,664
Net cash provided by financing activities	<u>5,436,252</u>	<u>1,117,435</u>	<u>760,664</u>
Net increase (decrease) in cash and cash equivalents	2,226,876	166,411	(11,064)
Cash and cash equivalents at beginning of period	160,347	(6,064)	5,000
Cash and cash equivalents at end of period	<u>\$ 2,387,223</u>	<u>\$ 160,347</u>	<u>\$ (6,064)</u>
Supplemental disclosure of cash flow information			
Cash paid for interest	\$ 573,484	\$ 69,984	\$ -
Noncash investing activity			
Acquisition of equipment under capital leases	\$ 459,681	\$ 117,025	\$ -

The accompanying notes are an integral part of these financial statements

1. Description of Business

Manhattan Telecommunications Corporation, doing business as Metropolitan Telecommunications, also known as MetTel (the "Company"), is a licensed competitive local exchange carrier ("CLEC") whose principal business consists of providing a complete line of local, long distance, internet and data services to businesses and residences located in New York State. The Company was incorporated in April 1996 under the laws of the state of Delaware. The consolidated financial statements include the accounts of the Company and its currently inactive subsidiaries.

2. Summary of Significant Accounting Policies

Cash equivalents

The Company considers all highly liquid investments purchased with an initial maturity of 90 days or less to be cash equivalents. The Company maintains its cash balances in highly rated financial institutions. At times, such cash balances may exceed federally insurable limits.

Revenue recognition

Revenue is recognized in the period in which the service is provided. All costs related to services provided are expensed as incurred. Unbilled revenue included in accounts receivable represents revenue for earned services which will be billed in the subsequent month and totalled \$1,278,514 and \$423,190 as of December 31, 1999 and 1998, respectively.

Fair value of financial instruments

Statement of Financial Accounting Standard ("SFAS") No. 107 "Disclosure about Fair Value of Financial Instruments," requires disclosure of fair value about certain financial instruments, whether or not reported on the balance sheet. The Company's financial instruments include cash, accounts receivable and accounts payable which are carried at cost that approximates fair value because of the short term nature of these instruments.

The carrying value of the Company's borrowings under its line of credit and credit facility agreement approximate fair value as the interest rate is the Company's available market interest rate.

Use of estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that effect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Changes in such estimates could affect amounts reported in future periods. Estimates are used when accounting for the allowance for doubtful accounts, fixed asset depreciable lives, and the deferred tax valuation allowance, among others.

Fixed Assets

Depreciation is calculated using the straight-line method over the estimated useful lives of the related asset, generally three to five years. Amortization of leasehold improvements is provided over the straight-line method over the shorter of the estimated useful life or the lease term. The costs of additions and betterments are capitalized, and repairs and maintenance costs are charged to operations in the periods incurred.

Software Development Costs

Certain costs incurred in the development of internal use software are capitalized in accordance with the Statement of Position ("SOP") 98-1, "Accounting for the Costs of Computer Software Developed or Obtained for Internal Use" and are amortized over their useful life of 3 years.

Long-lived assets

The Company reviews for the impairment of long-lived assets whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. An impairment loss would be recognized when estimated, undiscounted, future cash flows expected to result from the use of the asset and its eventual disposition is less than its carrying amount. If such assets are considered impaired, the amount of the impairment loss recognized is measured as the amount by which the carrying value of the asset exceeds the fair value of the asset. To date, the Company has identified no such impairment losses.

Significant Risks and Uncertainties

The Company has experienced net operating losses and negative cash flow since its inception. To date, the Company has funded its operations with capital contributions and external financing through debt issuance. The Company's growth anticipates substantial capital expenditures. The Company's ability to fund these expenditures will be dependent upon the Company raising additional financing. Failure to raise sufficient capital could compel the Company to delay or modify some of its expansion plans and/or capital expenditures. However, management believes that the Company's current cash resources and credit facility together with expected revenue growth will be sufficient to fund the Company's operations for the next twelve months.

The Company is dependent on Bell Atlantic as sole provider of the local telecommunications service which the Company provides to its customers. Accordingly, a negative impact on the operations of Bell Atlantic could adversely affect the Company.

Advertising costs

The Company expenses the costs of advertising in the period in which the costs are incurred. Advertising expenses were \$49,761, \$10,367 and \$1,509 for the years ended December 31, 1999, 1998 and 1997, respectively.

Income taxes

The Company recognizes deferred taxes by the asset and liability method of accounting for income taxes. Under the asset and liability method, deferred income taxes are recognized for differences between the financial statement and tax basis of assets and liabilities at enacted statutory tax rates in effect for the years in which the differences are expected to reverse. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date. In addition, valuation allowances are established when necessary to reduce deferred tax assets to the amounts expected to be realized.

Comprehensive Income

In June 1997, the Financial Accounting Standards Board issued SFAS No. 130, "Reporting Comprehensive Income". This statement requires companies to classify items of their comprehensive income by their nature in the financial statements and display the accumulated balance of other comprehensive income separately from retained earnings and additional paid-in capital in the equity section of a statement of financial position. SFAS No. 130 is effective for financial statements issued for fiscal years beginning after December 15, 1997. The Company adopted SFAS No. 130 in fiscal year 1998. There was no difference between net income and comprehensive income for the years ended December 31, 1999 and 1998.

Segment Reporting

In June 1997, the FASB issued SFAS No. 131, "Disclosures about Segments of an Enterprise and Related Information", which established standards for reporting information about operating segments in annual financial statements. It also establishes standards for related disclosures about products and services, geographic areas and major customers. SFAS No. 131 was adopted by the Company in fiscal year 1998. Adoption of SFAS No. 131 had no impact on the Company's results of operations, financial position or cash flow as the Company operates only in the landline telecommunications segment.

Recent Accounting Pronouncements

In June 1998, the FASB issued SFAS No. 133, "Accounting for Derivatives and Hedging Activities" ("SFAS 133"), which establishes accounting and reporting standards for derivative instruments, including certain derivative instruments embedded in other contracts, (collectively referred to as derivatives) and for hedging activities. SFAS No. 133 is effective for all fiscal quarters of fiscal years beginning after June 15, 2000. The Company does not expect the adoption of this statement to have a significant impact on the Company's results of operations, cash flow or financial position.

In December 1999, the Staff of the Securities and Exchange Commission released Staff Accounting Bulletin No. 101 ("SAB 101"), "Revenue Recognition". SAB 101 provides guidance on the recognition, presentation and disclosure of revenue in financial statements. The Company is in the process of determining the effects of the additional guidance provided by SAB 101 on the Company's financial statements.

3. Fixed Assets

Fixed assets consist of the following:

	December 31,	
	1999	1998
Computer equipment	\$ 622,658	\$ 238,496
Furniture and fixtures	198,839	19,206
Leasehold improvements	124,561	36,489
Capitalized software costs	948,933	288,867
	<u>1,894,991</u>	<u>583,058</u>
Less: accumulated depreciation and amortization	(331,082)	(42,941)
Total net fixed assets	<u>\$ 1,563,909</u>	<u>\$ 540,117</u>

Included in computer equipment are \$476,706 and \$117,025 of assets under capital lease at December 31, 1999 and 1998, respectively.

4. Notes Payable

Line of Credit

In September 1998, the Company entered into a line of credit agreement with a financial institution under which it could borrow up to \$1,000,000. The line of credit was collateralized by receivables, equipment and certain real property. The Company repaid the line in full in May 1999.

Credit Facility Agreement

In May 1999, the Company entered into a credit facility with a financial institution. The credit line allows for up to \$5,000,000 to be drawn down subject to a formula based on eligible accounts receivable cash collections. As additional consideration, the Company granted to the financial institution a warrant to purchase 7.5% of the Company's then outstanding common stock (see Note 5).

In December 1999, the credit facility was amended and increased to \$9,000,000 and can be increased up to \$12,000,000 upon the Company meeting certain financial performance benchmarks. As additional consideration, the Company granted the financial institution warrants to purchase an additional 5.5% of the Company's outstanding common stock (see Note 5). At December 31, 1999, \$6,000,000 of Notes were drawn down under the facility. The Notes mature on April 30, 2002. The Notes bear interest at a variable rate selected by the borrower equal to prime rate plus 7% per annum or the adjusted LIBOR plus 8.5% per annum. In addition, there is 6.5% of interest that is deferred. The deferred interest is not payable in the event that the lender exercises the warrant referred to above.

The Company incurred origination fees of \$395,000, which have been recorded as a deferred asset and are being amortized over the life of the loan. The Company also pays annual commitment fees of 0.5% on the unused amount of the facility. At December 31, 1999, the Company was eligible to draw an additional \$1,300,000 under the facility based on the value of eligible accounts receivable cash collections.

The credit facility is collateralized by receivables, inventories, equipment and certain real property and is guaranteed by certain stockholders, but is subordinate to capitalized lease obligations. Under the terms of the agreement, the Company is required to maintain certain financial conditions, number of access lines and level of customer turnover. The agreement also prohibits the Company from incurring certain additional indebtedness, limits certain investments, advances or loans and restricts substantial asset sales, capital expenditures and cash dividends.

At December 31, 1999, the Company was in violation of the covenant to have customer turnover percentage below a certain level, for which they obtained a waiver of default from the applicable lender on June 26, 2000. In addition, on June 26, 2000, the covenants related to the number of access lines and level of customer turnover were modified to make them less restrictive.

5. Warrants

In May 1999, in connection with the execution of the May 1999 credit facility agreement, the Company granted fully vested warrants to the financial institution. Upon exercise of the warrant, the financial institution may acquire 187.5 shares (7.5%) of the Company's issued and outstanding shares of no par value, common stock at an exercise price of \$.01 per share. The warrant is exercisable through April 2009. If the warrant is exercised, the financial institution shall forgo the collection of deferred interest which is accruing on the outstanding balance of the debt at a rate of 6.5%. At December 31, 1999 the deferred interest on the debt was approximately \$151,193.

In December 1999, as a result of the amendment of the credit facility agreement, the Company issued additional warrants to the lender to acquire up to 157.62 shares (5.5%) of the Company's issued and outstanding no par common stock. At December 31, 1999, 114.63 shares of no par value common stock relating to this amendment had vested. The remaining 42.99 shares vest only upon the increase in the available line of credit to \$12 million. The warrant is exercisable through April 2009.

The grant of the warrants was considered for accounting purposes to be an additional debt issuance cost. The fair value of the warrants on the date of issuance was recorded as a deferred asset and is being amortized into the statement of operations as interest expense over the life of the Notes.

6. Related Party Transactions

General and administrative

The Company received legal and consulting services from a firm in which an executive officer of the Company is a principal stockholder. These expenses aggregated approximately \$212,000, \$163,000 and \$110,250 in 1999, 1998 and 1997, respectively.

During 1997, the Company expensed approximately \$60,500 of legal fees paid to officers of the Company.

Capital Contributions

During 1998 and 1997, certain officers performed services for the Company for which they were not compensated. Such contributions are not recorded in the financial statements.

Common stock redistribution

During 1997 and 1998, 161.29 and 34.56 shares of common stock were granted to officers of the Company. At the date of each grant, no additional shares of the Company stock were authorized to be granted. Accordingly, each existing stockholder made a pro-rata constructive transfer to the officers. The Company recorded compensation expense for the fair value of the redistributed shares.

In 1999, 3.85 shares of vested common stock were returned to the Company in connection with a severance agreement. The returned shares were redistributed on a pro-rata basis to the existing shareholders. The Company recorded a credit for the amount of compensation expense previously recognized in connection with the initial grant of these shares.

7. Income Taxes

The Company accounts for income tax under the provisions of SFAS No. 109, "Accounting for Income Taxes". SFAS 109 requires an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's financial statements. The Company had approximately \$2,144,500 and \$1,278,000 of net operating loss carryforwards for federal income tax purposes at December 31, 1999 and 1998, respectively. The net operating loss carryforwards will begin to expire in the year 2016 if not utilized. The Company has recorded a valuation allowance equal to the net deferred tax assets at December 31, 1999 and 1998, due to the uncertainty of future operating results. The valuation allowance will be reduced at such time as management believes it to be more likely than not that the net deferred tax assets will be realized.

The components of the net deferred tax asset as of December 31, 1999 and 1998 consist of the following:

	1999	1998
Deferred tax assets:		
Net federal and state operating loss carryforwards	\$ 1,486,421	\$ 757,263
Property and equipment		3,741
Allowance for doubtful accounts	671,221	68,973
Gross deferred tax asset	<u>2,157,642</u>	<u>829,977</u>
Deferred tax liabilities:		
Property and equipment	(271,533)	
Less: Valuation allowance	<u>(1,886,109)</u>	<u>(829,977)</u>
Net deferred tax asset	<u>\$ -</u>	<u>\$ -</u>

8. Commitments

Operating and Capital leases

The Company leases office facilities and equipment under operating leases expiring through 2009. The company also leases telephone and other office equipment under capital leases expiring through 2001. Future minimum lease payments due under noncancellable operating leases and capital leases were as follows:

	Operating	Capital
Year ending December 31,		
2000	\$ 758,548	\$ 263,023
2001	648,487	122,288
2002	495,813	-
2003	456,041	-
2004	471,703	-
Thereafter	1,991,556	-
Total minimum lease payments	<u>\$ 4,822,148</u>	<u>385,311</u>
Less: amount representing interest		(44,183)
Present value of future minimum lease payments		341,128
Less: current portion		(231,051)
Capital lease obligations, net of current portion		<u>\$ 110,077</u>

Rent expense for the years ended December 31, 1999, 1998 and 1997 was approximately \$222,000, \$110,000 and \$110,000, respectively.

In March 2000, the Company entered into a new operating lease for additional office space. Future minimum lease payments under this lease aggregate approximately \$1,945,000.

Employment agreements

In the normal course of business, The Company has entered into employment agreements with certain of its officers. These agreements call for aggregate payments over the next four years of \$375,000 per year. Upon attaining certain performance requirements, these individuals are eligible for a defined bonus.

General and administrative

In April 1999, the Company entered into a three-year agreement to receive legal services from a related party. Under the terms of this agreement, the Company is required to pay weekly fees of \$4,000 (see Note 6).

9. Contingencies

Litigation

There are various claims, lawsuits and pending actions against the Company incidental to the operations of its business. It is the opinion of management, after consultation with counsel, that the ultimate resolution of such claims, lawsuits and pending actions will not have a material adverse effect on the Company's financial position, results of operations or liquidity.

Other

The Company is subject to state public utilities commission, Federal Communications Commission and court decisions as they relate to the interpretation and implementation of the Telecommunications Act, the interpretation of CLEC interconnection agreements in general and the Company's interconnection agreements in particular. In some cases the Company may be bound by the results of ongoing proceedings of these bodies or the legal outcomes of other contested interconnection agreements that are similar to the Company's agreements. The Company cannot estimate the effect, if any, of these proceedings.

10. Subsequent events

On May 22, 2000 the Company amended its Certificate of Incorporation to increase the number of authorized shares of common stock from 2,500 to 5,000. Concurrently, the Company declared a stock dividend of 0.085 of a share of common stock for each share of common stock outstanding.

In March of 2000, the Company drew down an additional \$2,000,000 of its available credit facility.

FROM :

FAX NO. :

n. 10 2001 09:32AM P3

Manhattan Telecommunications Statement of Operations		6mos ended 6/30/00	6mos ended 6/30/99	3mos ended 6/30/00	3mos ended 3/31/00	
Revenues		22,856,776	7,788,839	10,073,922	12,762,852	
Operating costs and expenses						
Cost of revenues		12,002,475	5,486,871	5,889,055	6,013,420	47.04%
Selling, general and administrative		10,560,703	3,097,742	5,885,415	4,875,288	36.57%
Total operating cost and expenses		22,563,177	8,584,613	11,774,470	10,888,708	
EBITDA		293,597	(795,774)	(1,800,547)	2,094,144	16.38%
Depreciation & Amortization		449,895	192,833	238,857	210,838	1.65%
Interest expense		678,551	210,445	350,127	328,424	2.57%
Interest Amortization		1,658,902	8,139	928,451	928,451	7.27%
Net loss		(2,693,551)	(1,157,752)	(3,318,983)	(825,431)	4.99%

FROM :

FAX NO. :

10 2001 09:31AM P2

Manhattan Telecommunications Corporation

Balance Sheet

ASSETS

06/30/00

Current Assets:

Cash & Cash Equivalents	\$1,239,754
Accounts Receivable, net	\$5,833,830
Prepaid & Other Current Assets	<u>\$61,198</u>

Total Current Assets	\$7,134,781
-----------------------------	--------------------

Fixed Assets, net	\$2,380,006
Deferred Debt Issuance Costs, net	\$8,832,807
Other Assets, net	\$1,169,983
Total Assets	\$17,517,557

LIABILITIES AND CAPITAL

Current Liabilities:

Accounts Payable & Accrued Expenses	\$3,502,196
Current Portion of Lease Payment	\$616,734
Operating Taxes Payable	\$3,192,607
Debt Financing Fees Payable	\$228,398
Deferred Rent Payable, Current Portion	\$30,229

Total Current Liabilities	\$7,570,364
----------------------------------	--------------------

Equipment Lease Obligation, net of Current	\$141,000
Debt Financing Fees Payable, net of Current	\$0
Deferred Rent Payable, net of Current	\$98,787
Notes Payable, net of Current	\$8,000,000

Total Liabilities	\$15,810,151
--------------------------	---------------------

Redeemable Warrant	\$388,062
---------------------------	------------------

Capital

Common Stock	\$0
Paid-in Capital	\$10,155,808
Retained Earnings	-\$6,142,731
Net Income	-\$2,693,551

Total Capital	\$1,319,324
----------------------	--------------------

Total Liabilities & Capital	\$17,517,557
--	---------------------

Unaudited - For Management Purposes Only

EXHIBIT D

Technical Capabilities

Metropolitan Telecommunications of South Carolina, Inc. d.b.a. MetTel is technically qualified to render the proposed telecommunications services. MetTel will employ a combination of its own and third party equipment and facilities in providing the proposed facilities-based services. MetTel will initially utilize the Unbundled Network Element Platform (UNE-P) arrangement available from the ILEC to provide local telecommunications services at discounted rates. MetTel intends to offer its enhanced network services on an extensive intercity network by leasing the transmission and transport facilities of other carriers. By procuring transmission and transport capacity from multiple carriers, MetTel will provide a level of redundancy and diversity that no single carrier provides. Local tandem transport and tandem switching will be purchased from the ILEC. MetTel will interconnect with the ILEC for access to Interexchange Carriers (IXCs) and other Local Exchange Carriers (LECs). MetTel will offer equal access to all IXCs certified to do business in the State of South Carolina. As traffic demands dictate, MetTel will own and operate an end-office switch with Signaling System 7 (SS7) capabilities. The SS7 capabilities will be provided by a third party vendor. Applicant future plans include construction of an Applicant-owned local loop network.

Managerial Qualifications:

Aizik Leibovitch, Chief Technology Officer, is responsible for developing and maintaining Applicant comprehensive customer account management and billing systems and has four (4) years of telephony experience. These systems integrate front-end applications (which allow order provisioners and the billing department to access customer information and process customer requests) with back-end billing systems. Through these systems, he is able to receive and process call detail records from Regional Bell Operating Companies (RBOCs) and Interexchange Carriers (IXCs), update Applicant internal customer databases, and then generate individual retail invoices, Carrier Access Billing (CABs), Public Utility Commission (PUC) compliance reports, and internal tracking reports.

EXHIBIT D

Technical Capabilities (cont.)

Olkesandr Citkin, Chief Information Officer, is responsible for developing and maintaining Applicant customer service front-end systems and integrating these systems with Applicant back-end systems and has four (4) years of telephony experience. This allows Applicant customer account managers and customer service representatives to access a customer's complete account history. He also maintains Applicant Automated Ordering Center (AOC), an automatic system that provides a direct link with Bell Atlantic's Operating Support System (OSS) and simultaneously updates Applicant internal customer databases. This system processes approximately ninety percent (90%) of Applicant orders for conversions, feature changes, (SNPs) and restorals of service. Currently, Mr. Citkin is overseeing the development of the second version of AOC to incorporate refinements that will allow MetTel to process customer service requests on an automated basis with greater efficiency. Mr. Citkin also created the communications programs that allow MetTel to receive and process information from RBOCs, IXCs, banking institutions, payment centers, and collection agencies.

As Applicant service offerings increase, Mr. Citkin is primarily responsible for creating and implementing the front-end and back-end systems to accommodate the provision of these new services. For example, Mr. Citkin's group recently customized Applicant Interactive Voice Response (IVR) system to allow customer service representatives to process credit card payments without having access to the customer's credit card information. This is one example of the technological advancements being developed by Applicant Information Technology (IT) department that are designed to protect the consumer's interests.

EXHIBIT D

Technical Capabilities (cont.)

Marshall Aronow and Andoni Economou, Co-Chief Operating Officers, are primarily responsible for Applicant strategic planning including the procurement of third party financing for future expansion. Both Mr. Marshall Aronow and Mr. Economou each have four (4) years of telephony experience. In addition, they supervise 150 employees and manage daily operations in the New York office. The Customer Service Department consists of one (1) Director of Customer Service, one (1) Assistant Director of Customer Service, eight (8) Customer Service Supervisors, and over seventy (70) Customer Service Representatives. The Order Provisioning Department consists of one (1) Director of Provisioning, four (4) Provisioning Managers, and two (2) Line Supervisors. MetTel also has a Trouble Resolution Department and a New Line Provisioning Department.

Utilization of the Unbundled Network Element Platform (UNE-P) requires the development and constant refinement of systems for tracking customer information, measuring employee productivity, and monitoring Bell Atlantic's implementation of the UNE-P. To achieve these goals, Mr. Marshall Aronow and Mr. Economou work closely with the heads of Applicant customer service, provisioning, and information technology departments on a daily basis to create integrated systems. Specifically, they oversaw the development of the:

- proprietary retail customer billing system and related Service Optimization Processor, a program for combining retail features in the most cost-effective manner for the customer;
- CTS, a customer database tracking system;
- Automatic Ordering Center (AOC), which uses an Electronic Data Interchange (EDI) interface to communicate with Bell Atlantic's systems and allows for high-volume order processing;
- Interactive Voice Response (IVR) system, which provides account information and customer payments;
- off-sight electronic customer payment processing system;
- telemarketing and third-party sales verification procedures; and
- internal tracking and monitoring systems.

EXHIBIT D

Technical Capabilities (cont.)

The development of integrated systems has allowed Mr. Marshall Aronow and Mr. Economou to track employee productivity and to create solutions that increase customer satisfaction.

David Aronow, Co-President, heads the legal department and, along with Mr. Economou, represents MetTel before the New York State Public Service Commission. Mr. David Aronow has four (4) years of telephony experience and, along with Mr. Economou, is responsible for monitoring Applicant relationship with Bell Atlantic under the UNE-P. MetTel relies on the Incumbent Local Exchange Carrier (ILEC) to provide installation and repair expertise for implementation of the UNE-P. Personnel in the Order Provisioning Department are responsible for monitoring all work performed by the ILEC on behalf of MetTel to ensure customer satisfaction.

Mr. David Aronow is responsible for the deployment of Applicant facilities. In this capacity, Mr. David Aronow obtained Bell Atlantic's certification for Signaling System 7 (SS7) interconnection between Bell Atlantic and Applicant CISCO Signaling Controller SC2200, which permits MetTel to provide local access services to an affiliated Internet Service Provider (ISP), MetConnect. This was the first such SS7 certification in North America. Mr. David Aronow and his staff are responsible for overseeing all aspects of procurement, interconnection, set up, delivery, and technical support of Applicant physical interconnection with Bell Atlantic.

Joseph Aronow, General Counsel, oversees the development of new business opportunities and provides guidance to Applicant in-house legal staff. Mr. Joseph Aronow has four (4) years of telephony experience.

EXHIBIT D**Technical Capabilities (cont.)**

Frank Lazzara, Chief Financial Officer, is responsible for internal accounting operations and controls and has four (4) years of telephony experience. In addition, he is responsible for retail credits, collections, and enforcement. As Applicant operations grew, he coordinated the shift from an internal manual customer payment processing system to an off-sight, electronic payment processing system handled by a banking institution. Similarly, as part of Applicant internal operations, he coordinated the shift from a manual enforcement system to a predominately automated enforcement system for suspending, terminating, and restoring service.

EXHIBIT E

Sample Customer Bill



February 15, 2000

CORNER PIZZA
769 MAIN STR
HARTFORD, CT XXXXX

Dear CORNER PIZZA,

Some people have questions about their first bill, the following may help explain how all local telephone companies bill each month.

Your bill has two basic parts - "Monthly Service Charges" and "Usage Charges":

1. "Monthly Service Charges" are billed one month in advance.
Examples: Basic Line Charge, Features (Call Waiting, Caller ID, etc.). Required Government charges (E911 and FCC Line Charges).
2. "Usage Charges" are billed one month behind.
All local calls chargeable to your telephone for the prior month.

Your FIRST MetTel Bill:

- Includes your monthly service charges in advance, for next month.
- Includes your monthly service charges from the date you became a MetTel customer up to the date of your first bill (because this is your first MetTel bill, you were not billed in advance - this is only a one time partial month "catch up").
- Includes your usage charges from the date your service began up to the date of your first bill.

Your REGULAR MetTel Bill:

- Includes your monthly service charges in advance, for the next month.
- Includes your usage charges for the prior month.

Your FINAL BILL from your previous phone company:

- This is the last time they will bill you for local and regional phone services.
- There is a credit for the unused monthly service charges that were billed in advance.
- There is a charge for usage up to the last date of service (before joining MetTel).

You will notice a credit on your Final Bill from your previous phone company. This offsets the one time "catch up" portion on your first MetTel bill. *When comparing your regular monthly MetTel bill with your previous phone company's regular monthly bill, you will find that MetTel saves you at least 10%, and up to 23%.*

MetTel appreciates having you as our customer. Thank you.

Sincerely yours,

David Aronow
President



The Easy To Read Bill

No Hidden Charges.
No Fine Print.

At MetTel, we work hard to provide you with the best and most understandable communications in CT by delivering superior Customer Service and products that provide value and savings.

Below is a detailed explanation of your MetTel Statement.

Invoice Date: Jan 1, 1998
Account Number: 2125541234-55-1
Page 1

MetTel
P.O. Box 5550
Manchester, NH 03105-0550
For Billing and Service Inquiries: 1-877-METTEL-1
1-603-828-8333

Billing To:
John Doe
123 MetTel Rd.
Saverton, NH 03265

Amount Summary

Previous Charges and Credits:	
Previous Balance	\$95.28
Credits and Adjustments	\$1.00
Payments Received	\$95.28
Late Payment Charge	\$1.00
Balance Forward	\$1.00
Current Charges:	
Monthly Service Charge (minimum charge \$1.00)	\$1.00
Access to Services	\$1.00
Usage Charges	\$1.00
EOC Line Charge	\$1.00
Emergency Services (ESM) Surcharge	\$1.00
Total	\$5.00
Taxes	
Federal Tax	\$1.82
State Tax	\$2.63
Local Tax	\$4.95
Total Taxes	\$9.40
Total Current Charges including Taxes:	\$14.40
TOTAL AMOUNT DUE	\$15.40

John Doe
123 MetTel Rd.
Saverton, NH 03265

Please send payment to:

MetTel
P.O. Box 5550
Manchester, NH 03105-0550

Account Number: 2125541234-55-1
Billing Date: 1-Jan-98
Due Date: Payable Upon Receipt

Amount Due: \$15.40
Amount Enclosed: _____

Annotations:

- Prior month's Amount Due
- Credits and adjustments applied to your account since your last bill
- Payments received since your last bill
- Late fees applied to unpaid portion of last month's Amount Due
- Outstanding balance before this month's bill
- Total monthly charges for dial tone and features (like Call Waiting or Caller ID) (See Page 2 for detail of monthly service)
- Calls to 411, *69, and *66 (See page 2 for total calls made)
- Total charges for calls made from your home or business (See page 2 for total calls made)
- Required Government Charges
- Total new charges this month
- Taxes on total new charges this month
- Total of new charges for this month's bill including taxes
- Total Amount Now Due (Including Outstanding Balance)
- Your Account Number
- Mailing address for payments



Invoice date: February Fifteenth, 2000
Account Number: XXXXXXXXXXX-XXX-X
Page 1

METROPOLITAN TELECOMMUNICATIONS
NEW YORK, NY 10022

All Billing and Service Inquiries: 1-877-METTEL1
1-877-638-8351

Bill To:

CORNER PIZZA
769 MAIN STR
HARTFORD, CT XXXXX

Account Summary

Previous Charges and Credits

Previous Balance	\$0.00
Credits And Adjustments	\$0.00
Payments Received	\$0.00
Late Payment Charges	\$0.00
Balance Forward:	\$0.00

Current Charges

Monthly Service Charges 02/15/00 through 03/16/00	\$32.65
Assistance Services	\$1.95
Usage Charges	\$9.85
Operator Service	\$0.00
FCC Line Charge(s)	\$3.50
Emergency Services (E911) Surcharge	\$0.35
Total:	\$48.30

Taxes

Federal Tax	\$1.33
State Tax	\$4.53
Local Tax	\$3.27
Total Taxes:	\$9.13

Total Current Charges Including Taxes: **\$57.43**

TOTAL AMOUNT DUE: **\$57.43**

Please detach this portion and return with your payment.
To Avoid Late Charges, Please Pay Before 03/11/00.

CORNER PIZZA
769 MAIN STR
HARTFORD, CT XXXXX

Please send payment to:



METROPOLITAN TELECOMMUNICATIONS
P.O. Box 9660
MANCHESTER, NH 03108-9660

Account Number: XXXXXXXXXXX-XXX-X

Billing Date: 02/15/00

Due Upon Receipt

Amount Due: **\$57.43**

Amount Enclosed:

1997187985507152000000057437



Invoice date February Fifteenth, 2000
 Account Number: XXXXXXXXXXX-XXX-X
 Page 2

METROPOLITAN TELECOMMUNICATIONS
 NEW YORK, NY 10022

All Billing and Service Inquiries: 1-877-METTEL1
 1-877-638-8351

Bill To:
 CORNER PIZZA
 769 MAIN STR
 HARTFORD, CT XXXXX

Description of Monthly Service Charges

Phone Number	Features and Services	Amount
(718)-798-5507	BUSINESS MEASURED LINE	\$14.60
	CID/N	\$8.55
	CW	\$9.50
(718)-798-5507	Total for Line	\$32.65
TOTAL		\$32.65

	*Initial Charge Call	Add'l Minute Charge	Number of Calls	Add'l Minutes	Time of Day Discount	Total Charge
Local Calls						
(718)-798-5507						
NEW YORK CITY	\$0.0720	\$0.0120	80	3		\$5.79
NEW YORK CITY	\$0.0432	\$0.0072	33	5	40%	\$1.46
NEW YORK CITY	\$0.0252	\$0.0042	43	0	65%	\$1.08
						\$8.33
Regional calls						
(718)-798-5507						
LOWER WESTCHESTER	\$0.1233	\$0.0414	1	0		\$0.12
LOWER WESTCHESTER	\$0.0740	\$0.0248	0	0	40%	\$0.00
LOWER WESTCHESTER	\$0.0432	\$0.0145	0	0	65%	\$0.00
						\$0.12
UPPER WESTCHESTER	\$0.1233	\$0.0900	6	2		\$0.92
UPPER WESTCHESTER	\$0.0740	\$0.0540	1	1	40%	\$0.13
UPPER WESTCHESTER	\$0.0432	\$0.0315	6	3	65%	\$0.35
						\$1.40

ACCEPTED FOR PROCESSING - 2019 November 13 3:36 PM - SCPSC - 2001-84-C - Page 47 of 104



Invoice date: February Fifteenth, 2000
Account Number: XXXXXXXXXXX-XXX-X
Page 3.

METROPOLITAN TELECOMMUNICATIONS
NEW YORK, NY 10022

All Billing and Service Inquiries: 1-877-METTEL1
1-877-638-8351

Bill To:
CORNER PIZZA
769 MAIN STR
HARTFORD, CT XXXXX

Total Regional Calls for Line (718)-798-5507 \$1.52

TOTAL : \$9.85

Description of Assistance Services

(718)-798-5507

DIRECTORY ASSISTANCE
CALL RETURN

1 call(s) @ \$ 0.45

0.45

3 call(s) @ \$ 0.50

1.50

Total for Line (718)-798-5507

\$1.95

Total

\$1.95

ACCEPTED FOR PROCESSING - 2019 November 13 3:36 PM - SCPS - 2001-84-C - Page 48 of 104

If you have a complaint, please call our customer Service Department at (XXX) XXX-XXXX.

If you remain dissatisfied with our resolution of your complaint, you may contact the Department of Public Utility Control, Consumer Assistance, Ten Franklin Square, New Britain, CT 06051. The Department may also be reached toll-free within Connecticut at 1-800-382-4586 or (860) 827-2622 from out of state.



EXHIBIT F

Authorized Utility Representative Information

AUTHORIZED UTILITY REPRESENTATIVE INFORMATION

PURSUANT TO SOUTH CAROLINA PUBLIC SERVICE COMMISSION REGULATION

103-612.2.4(b) - Each utility shall file and maintain with the Commission the name, title, address, and telephone number of the persons who should be contacted in connection with General Management Duties, Customer Relations (Complaints), Engineering Operations, Test and Repairs, and Emergencies during non-office hours.

Metropolitan Telecommunications of South Carolina, Inc., d/b/a MetTel

Company Name (Including dba Name(s) or Acronyms used or to be used in South Carolina)

44 Wall Street, 14th Floor

Business Address

New York, NY 10005

City, State, Zip Code

A. Andoni Economou

General Manager Representative (Please Print or Type)

212-607-2000 / 202-635-5074 / aeconomou@mettel.net

Telephone Number / Facsimile Number / E-mail Address

B. David Mitchell

Customer Relations (Complaints) Representative (Please Print or Type)

212-607-2000 / 202-635-5074 /

Telephone Number / Facsimile Number / E-mail Address

C. Aizik Leibovitch

Engineering Operations Representative (Please Print or Type)

212-607-2000 / 202-635-5074 /

Telephone Number / Facsimile Number / E-mail Address

D. Aizik Leibovitch

Test and Repair Representative (Please Print or Type)

212-607-2000 / 202-635-5074 /

Telephone Number / Facsimile Number / E-mail Address

E. Available 24 hours per day, 7 days per week

Contact for Emergencies During Non-Office Hours (Please Print or Type)

877-638-8351 /

Telephone Number / Facsimile Number / E-mail Address

F. Frank Lazzara, C.P.A.

Financial Representative (Please Print or Type)

212-607-2000 / 202-635-5074 /

Telephone Number / Facsimile Number / E-mail Address

G. 877-638-8351

Customer Contact Telephone Number for Company (Toll Free)

Terri K. Firestein, Consultant to MetTel

This form was completed by

Terri K. Firestein
Signature

If you have any questions, contact the Consumer Services Department (803-896-5230) or Utilities Department at (803-896-5105).

EXHIBIT G

Proposed Tariff

TITLE PAGE
OF
SOUTH CAROLINA LOCAL AND LONG DISTANCE SERVICES
OF
Metropolitan Telecommunications of South Carolina, Inc., d/b/a MetTel

This tariff, filed with the South Carolina Public Service Commission, contains the rates, terms, and conditions applicable to Local and Long Distance Services within the State of South Carolina offered by Metropolitan Telecommunications of South Carolina, Inc., d/b/a MetTel

Issued:
Issued by:

Effective:

Marshall Aronow, President
Metropolitan Telecommunications of South Carolina, Inc., d/b/a MetTel
44 Wall Street, 14th Floor
New York, New York 10005
(212) 607-2000

Section 1 – APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided by Metropolitan Telecommunications of South Carolina, Inc., d/b/a MetTel as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of South Carolina.

1.1.1 Service Territory

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, will provide service in the following areas:

Throughout the State of South Carolina with the exception that service will not be offered or provided in exchanges governed by rural LECs in cases where such LECs have been granted a suspension by the Commission from the obligations imposed by Sections 251 (b) and (c) of the Telecommunications Act of 1996.

1.1.2 Availability

Service is available where facilities permit.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel

In furnishing facilities and service, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's plant, property or service.

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel reserves the right to refuse an application for service made by a present or former customer who is indebted to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability

a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer-Provided Equipment

The service and facilities furnished by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel are subject to the following limitations: Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel caused by customer-provided equipment or premises wire.

c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel of any unauthorized use. The customer may advise its customers that a portion of its service is provided by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, but the customer shall not represent that Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel shall remain its property and shall be returned to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- 1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly Tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.5 Directory Errors

- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly Tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel of the error, mistake or omission in such records by the subscriber, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
- 4) Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 5) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 6) Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel to have knowledge of such error, mistake or omission, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel shall give credit without the requirement of notification by the subscribers.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular Tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 FLEXIBLE PRICING

2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

2.3.2 Conditions

- a. Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A customer can request that Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel of its desire to disconnect service within 20 days of receiving notification of the price increase.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.4.2 Deposits

Deposits will be collected as set forth in SC Commission Rule 103-621.2 as well as below and in Sections 2.10 and 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.2 Deposits (cont'd)

a. Interest on Deposits

Pursuant to Commission rule 103-621.3, simple interest on deposits at the rate as prescribed by the Commission shall be paid to the customer required to make such deposit for the time it is held by the Company. The interest shall be accrued annually and payment of such interest shall be made to the customer at least every two (2) years and at the time the deposit is returned. The deposit shall cease to draw interest on the date it is returned, the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel will process the transaction on the billing date and apply the deposit to any amount currently owed to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, and return any remaining amount of the deposit to the customer by check.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel. Bills are due on the due date shown on the bill and are payable at any business office of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, by U.S. Mail, or at any location designated by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel. If objection is not received by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel on customer overpayments that are refunded within 30 days after the overpayment is received by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel within two months after the bill is rendered.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.4 Return Check Charge

When a check, which has been presented to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel by a customer in payment of services is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$15.00.

2.4.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5%, in accordance with Commission Rule 103-622.2, will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.6 Customer Overpayments

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel will provide interest on customer overpayments that are not refunded within 30 days of the date Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel bill. The rate of interest shall be the greater of the customer deposit interest rate or Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel.

2.5 INSTALLATION SERVICE

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

2.6 - ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel employees or agents of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's facilities.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 TELEPHONE SURCHARGES

2.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the customer's monthly bill statement as outlined in 2.7.2 and 2.7.3 below. Surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity may apply.

2.7.2 Surcharge For State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to any applicable State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. Whenever the state levies a new tax on Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel will file a revised statement as directed or approved by the Commission.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 TELEPHONE SURCHARGES (cont'd)

2.7.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls.

The effective date of the statement shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the customer's first bill rendered after the effective date of the change.

2.8 [RESERVED FOR FUTURE USE]

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE

2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- B. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service for which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of backbilled amounts as outlined in 2.11.12.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment

a. General

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, any use of the facilities or service by the customer may adversely affect Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's personnel, plant, property or service. Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, or
4. in the event that service is connected for a customer who is indebted to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel for service or facilities previously furnished, that service may be terminated by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.11.7 regarding Deferred Payment Agreements.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel without payment of Tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons; —
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 Termination For Cause Other Than Nonpayment (cont'd)

- d. Change in Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's Ability to Secure Access

Any change in Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.9.5 Emergency Termination of Service

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel may require that the request be submitted in writing as a follow-up to a request made by telephone.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

- a. Business rates as described in Section 7 apply to service furnished:
 - 1. In office buildings, stores, factories and all other places of a business nature;
 - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - 3. At any location when the listing or public advertising indicates a business or a profession;
 - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - 5. At any location where the customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.10.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.10.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel is not required to issue any additional notice before disconnecting service.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.11.1 Application of Rates

Residential rates as described in Section 6 apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.11.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel reserves all rights to any telephone number assigned to a customer for local service. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.3 Deposits

a. General

Except as provided in (b) following, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel may require a deposit, as described in Section 2.4.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.3 Deposits (cont'd)

b. Customers Exempt from Deposits

1. A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.
2. Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.3 Deposits (cont'd)

c. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment. A customer who still owes money to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.11.7 below.)

New deposits from residential customers are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after 1 year, unless the customer is delinquent in payment, in which case Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.11.4 Installment Billing For Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.4 Installment Billing For Nonrecurring Charges (cont'd)

Installment billing is subject to the following restrictions:

- a. Installment billing may be used only by residential customers;
- b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- g. Installment billing payments will continue even when an account is temporarily suspended;
- h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.5 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.11.6 Suspension or Termination for Nonpayment

- a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- b. After issuing the written notification in accordance with 2.9.1, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- c. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.7 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. In accordance with Commission rule 103-622.5, the Company may provide for the arrangement of a deferred payment plan to enable a residential customer to make payment by installments where such customer is unable to pay the amount due for service. The deferred payment plan may require the affected customer to maintain his account current and pay not less than 1/6 of the outstanding balance for a period not to exceed six months. The outstanding balance may include the late payment charge as described in Section 2.4.5 above.

A Deferred Payment Agreement will be for a period agreed to by both the customer and Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel.

If Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.8 Dishonored Checks

When a check received from a residential customer is dishonored, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.11.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel is advised that a new customer has moved into the location.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.12 Backbilling for Residential Customers

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than six months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel to render timely accurate billing. Unless the customer causes the late billing, Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel under this Tariff.

2.12.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. if interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
 - ii. if interruption continues for more than 24 hours:
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.1 Credit for Interruptions (cont'd)

c. (cont'd)

ii. (cont'd)

- b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel rendered useless or substantially impaired.

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel or to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel's facilities;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) interruptions of service during any period in which Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the customer has released service to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e) interruptions of service due to circumstances or causes beyond the control of Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.13 AUTOMATIC NUMBER IDENTIFICATION

2.13.1 Regulations

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.13 AUTOMATIC NUMBER IDENTIFICATION (cont'd)

2.13.1 Regulations (cont'd)

- 5) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.13 AUTOMATIC NUMBER IDENTIFICATION (cont'd)

2.13.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Public Service Law.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

3.1.2 Exceptions to the Charge

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- b. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- c. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.2.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 3 - CONNECTION CHARGES (cont'd)

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

<u>Business</u>	<u>Residence</u>
\$64.00	\$40.00

3.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change - including rearrangement or reclassification - of existing service at the same location.

Residence Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
Maximum First Line:	\$40.00	\$22.50	\$5.25
Maximum Additional Line	\$18.00	\$12.00	\$5.25
Business Charge per:	<u>Move</u>	<u>Add</u>	<u>Change</u>
Maximum First Line:	\$64.00	\$25.00	\$10.00
Maximum Additional Line	\$26.00	\$ 9.00	\$10.00

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 3 - CONNECTION CHARGES (cont'd)

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

3.4.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- ☐ 2 to 6 pair inside wire
- ☐ Faceplates
- ☐ RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- ☐ Staples, screws, nail, tape, connectors, etc.

3.4.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	Maximum First 15-Minute Increment Or Fraction Thereof	Maximum Each Additional <u>15 Minute Increment</u>
Per Premises Visit, Residence:	\$22.00	\$11.00
Per Premises Visit, Business:	\$23.00	\$11.00

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 3 - CONNECTION CHARGES (cont'd)

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT (cont'd)

3.4.3 Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

1. Inside Wire Installation Charge

Flat Installation Charges apply when a customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

Material is included in each time increment charge.

Maximum

Flat Jack Installation Charge

Per order, per premises

- 1st Jack	<i>Reserved for Future Use</i>
- Each Additional, Prewired	<i>Reserved for Future Use</i>
- Each Additional, Unwired	<i>Reserved for Future Use</i>

Flat Wire Installation Charge

Per wall, per wire pull, Residence *Reserved for Future Use*

Flat Wire Installation Charge

Per wall, per wire pull, business *Reserved for Future Use*

2. Flat Inside Wire Maintenance Charge

The Flat Inside Wire Maintenance Charge applies when a customer requests noncomplex wire and jack maintenance and does not subscribe to the Inside Wire Maintenance Option. Material is included in the Flat Time and Materials Charge.

Maximum

Per Premises Visit, Residence	<i>Reserved for Future Use</i>
Per Premises Visit, Business	<i>Reserved for Future Use</i>

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 3 - CONNECTION CHARGES (cont'd)

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT (cont'd)

3.4.3 Inside Wire Maintenance and Installation (cont'd)

3. Monthly Inside Wire Maintenance Option

The Monthly Inside Wire Maintenance Option provides subscribers paying a monthly fee with ongoing maintenance of noncomplex wire and jack. Premises Visit Charges and Time and Material Charges are waived for maintenance work provided under the terms of the Monthly Inside Wire Maintenance Option.

Maximum

Inside Wire Monthly
Maintenance Option
(per residence account)

Reserved for Future Use

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

Maximum: \$5.00

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES

4.1 GENERAL

4.1.1 Description

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this Tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

4.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- a. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel operator the telephone number of the desired telephone station or system.
- b. Person to Person Service is that service where the person originating the call specifies to Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.2 TIMING OF CALLS

- 4.2.1 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 4.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 4.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 4.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel operator.
- 4.2.5 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.3 TIME PERIODS DEFINED

Unless otherwise indicated in this Tariff, the following time periods apply.

4.3.1 Peak: 7:00 a.m. to, but not including, 7:00 p.m. - Monday through Friday

4.3.2 Off-Peak: 7:00 p.m. to, but not including, 7:00 a.m. - Sunday through Friday
All day Saturday and Sunday
All Holidays

4.3.3 Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.

4.3.4 All times refer to local time.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.4 REGULATIONS AND COMPUTATION OF MILEAGE

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

4.4.1 Originating Rate Center

A customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

4.4.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

4.4.3 Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.4 REGULATIONS AND COMPUTATION OF MILEAGE (cont'd)

4.4.3 Calculation of Mileage (cont'd)

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.5 CALL CHARGES

Rates are based on the duration of the call as measured according to Section 4.2 above, time of day rate period of the call as described in Section 4.3 and the airline mileage between points of the call as described in Section 4.4. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

4.5.1 Usage Charges

Maximum:

Mileage	Peak		Off-Peak	
	First Minute	Each Additional Minute	First Minute	Each Additional Minute
0 - 8	\$0.10	\$0.06	\$0.10	\$0.06
9 - 13	0.20	0.10	0.20	0.10
over 13	0.25	0.15	0.25	0.15

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.5 CALL CHARGES (cont'd)

4.5.2 Per Call Service Charges

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

	<u>Maximum</u>
Customer Dialed Calling Card	\$0.50
Person to Person	\$2.50
All other Operator Assistance	\$1.25

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005

Section 5 - SUPPLEMENTAL SERVICES

5.1 CUSTOM CALLING SERVICE

5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.1.2 Description of Features

a. Three Way Calling/Call Hold

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

b. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel.

Issued:
Issued by:

Effective:

Marshall Aronow, President
44 Wall Street, 14th Floor
New York, New York 10005